

1 Michael K. Friedland (SBN 157,217)
michael.friedland@knobbe.com
2 Lauren Keller Katzenellenbogen (SBN 223,370)
lauren.katzenellenbogen@knobbe.com
3 Ali S. Razai (SBN 246,922)
ali.razai@knobbe.com
4 Kent N. Shum (SBN 259,189)
kent.shum@knobbe.com
5 KNOBBE, MARTENS, OLSON & BEAR, LLP
2040 Main Street, Fourteenth Floor
6 Irvine, CA 92614
Telephone: (949) 760-0404
7 Facsimile: (949) 760-9502

8 Attorneys for Plaintiff Oakley, Inc.
9
10

11 IN THE UNITED STATES DISTRICT COURT
12 FOR THE CENTRAL DISTRICT OF CALIFORNIA
13 SOUTHERN DIVISION

14 OAKLEY, INC., a Washington
15 corporation,

16 Plaintiff,

17 v.

18 ELITE EYEWEAR LLC d/b/a JR
19 OPTICS, a California limited liability
company,

20 Defendant.
21
22
23
24
25
26
27
28

Civil Action No. 16-cv-89

**COMPLAINT FOR
PATENT INFRINGEMENT**

DEMAND FOR JURY TRIAL

1 Plaintiff Oakley, Inc. (“Oakley”) hereby complains of Elite Eyewear LLC
2 d/b/a JR Optics (“Defendant”) and alleges as follows:

3 **I. JURISDICTION**

4 1. This Court has subject matter jurisdiction over this action pursuant
5 to 28 U.S.C. §§ 1331 and 1338, as it arises under the patent laws of the United
6 States.

7 2. This Court has personal jurisdiction over Defendant because
8 Defendant has a continuous, systematic, and substantial presence within this
9 judicial district including by selling and offering for sale infringing products in
10 this judicial district, and by committing acts of patent infringement in this
11 judicial district, including but not limited to selling infringing eyewear directly
12 to consumers and/or retailers in this district and selling into the stream of
13 commerce knowing such products would be sold in California and this district,
14 which acts form a substantial part of the events or omissions giving rise to
15 Oakley’s claim.

16 3. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(b)
17 and (d).

18 **II. THE PARTIES**

19 4. Oakley is a corporation organized and existing under the laws of
20 the State of Washington, having its principal place of business at One Icon,
21 Foothill Ranch, California 92610.

22 5. Oakley is informed and believes, and thereon alleges, that
23 Defendant Elite Eyewear LLC d/b/a JR Optics is a company organized and
24 existing under the laws of the State of California, having its principal place of
25 business at 20836 Carrey Road, Walnut, California 91789.

26 6. Oakley is informed and believes, and thereon alleges, that
27 Defendant has committed the acts alleged herein within this judicial district.

28 ///

III. GENERAL ALLEGATIONS

7. Oakley is one of the world's most iconic brands. The company and its products, particularly in the realm of eyewear, are instantly and universally recognized for their innovative technology and distinctive style. Since its founding, Oakley's engineers and designers have worked continuously to bring new technology and breakthrough designs to the market.

8. Oakley has been actively engaged in the manufacture and sale of high quality eyewear since at least 1985. Oakley is the manufacturer and retailer of several lines of eyewear that have enjoyed substantial success and are protected by various intellectual property rights owned by Oakley.

9. On May 13, 2008, the United States Patent and Trademark Office duly and lawfully issued United States Design Patent No. D568,917 ("the D917 Patent"), titled "UNITARY EYEGLASS LENS." Oakley is the owner by assignment of all right, title, and interest in the D917 Patent. A true and correct copy of the D917 Patent is attached hereto as Exhibit A.

10. On November 25, 2008, the United States Patent and Trademark Office duly and lawfully issued United States Design Patent No. D581,443 ("the D443 Patent"), titled "EYEGLASSES COMPONENTS." Oakley is the owner by assignment of all right, title, and interest in the D443 Patent. A true and correct copy of the D443 Patent is attached hereto as Exhibit B.

11. On May 8, 2012, the United States Patent and Trademark Office duly and lawfully issued United States Design Patent No. D659,180 ("the D180 Patent"), titled "EYEGLASS." Oakley is the owner by assignment of all right, title, and interest in the D180 Patent. A true and correct copy of the D180 Patent is attached hereto as Exhibit C.

12. On February 23, 2010, the United States Patent and Trademark Office duly and lawfully issued United States Design Patent No. D610,604 ("the D604 Patent"), titled "EYEGLASS AND EYEGLASS COMPONENTS."

1 Oakley is the owner by assignment of all right, title, and interest in the D604
2 Patent. A true and correct copy of the D604 Patent is attached hereto as
3 Exhibit D.

4 13. On June 1, 2010, the United States Patent and Trademark Office
5 duly and lawfully issued United States Design Patent No. D616,919 (“the D919
6 Patent”), titled “EYEGLASS FRONT.” Oakley is the owner by assignment of
7 all right, title, and interest in the D919 Patent. A true and correct copy of the
8 D919 Patent is attached hereto as Exhibit E.

9 14. On August 3, 2010, the United States Patent and Trademark Office
10 duly and lawfully issued United States Design Patent No. D620,970 (“the D970
11 Patent”), titled “EYEGLASS COMPONENT.” Oakley is the owner by
12 assignment of all right, title, and interest in the D970 Patent. A true and correct
13 copy of the D970 Patent is attached hereto as Exhibit F.

14 15. On November 29, 2011, the United States Patent and Trademark
15 Office duly and lawfully issued United States Design Patent No. D649,579 (“the
16 D579 Patent”), titled “EYEGLASS.” Oakley is the owner by assignment of all
17 right, title, and interest in the D579 Patent. A true and correct copy of the D579
18 Patent is attached hereto as Exhibit G.

19 16. On December 11, 2007, the United States Patent and Trademark
20 Office duly and lawfully issued United States Design Patent No. D557,326 (“the
21 D326 Patent”), titled “EYEGLASS COMPONENTS.” Oakley is the owner by
22 assignment of all right, title, and interest in the D326 Patent. A true and correct
23 copy of the D326 Patent is attached hereto as Exhibit H.

24 17. On June 5, 2012, the United States Patent and Trademark Office
25 duly and lawfully issued United States Design Patent No. D661,339 (“the D339
26 Patent”), titled “EYEGLASS.” Oakley is the owner by assignment of all right,
27 title, and interest in the D339 Patent. A true and correct copy of the D339
28 Patent is attached hereto as Exhibit I.

1 18. The D917 Patent, the D443 Patent, the D180 Patent, the D604
2 Patent, the D919 Patent, the D970 Patent, the D579 Patent, the D326 Patent, and
3 the D339 Patent are hereinafter collectively referred to as the “Asserted
4 Patents.”

5 19. Oakley has provided the public with constructive notice of its
6 patent rights pursuant to 35 U.S.C. § 287.

7 20. Defendant manufactures, uses, sells, offers for sale, and/or imports
8 into the United States eyewear that infringes Oakley’s intellectual property
9 rights.

10 21. Defendant’s acts complained of herein have caused Oakley to
11 suffer irreparable injury to its business. Oakley will suffer substantial loss of
12 goodwill and reputation unless and until Defendant is preliminarily and
13 permanently enjoined from its wrongful actions complained of herein.

14 **IV. CLAIM FOR RELIEF**
15 (Patent Infringement – 35 U.S.C. § 271)

16 22. Oakley repeats and re-alleges the allegations of paragraphs 1–21 of
17 this Complaint as if set forth fully herein.


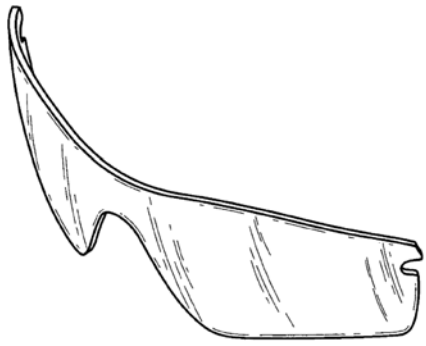
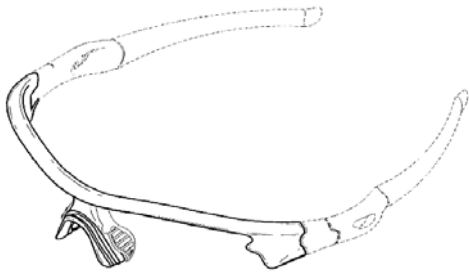
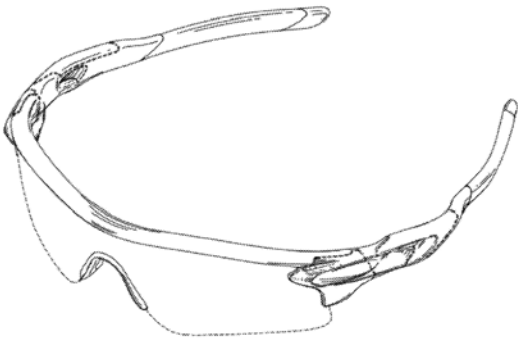
18 23. This is a claim for patent infringement under 35 U.S.C. § 271.

19 24. Defendant, through its agents, employees, and servants has, and
20 continues to, knowingly, intentionally, and willfully directly infringe the D917
21 Patent, the D443 Patent, and the D180 Patent by making, using, selling, offering
22 for sale, and/or importing eyewear having a design that would appear to an
23 ordinary observer to be substantially similar to the claims of the D917 Patent,
24 the D443 Patent, and the D180 Patent, including for example, Defendant’s
25 eyewear model 4212 as shown below.

26 ///

27 ///


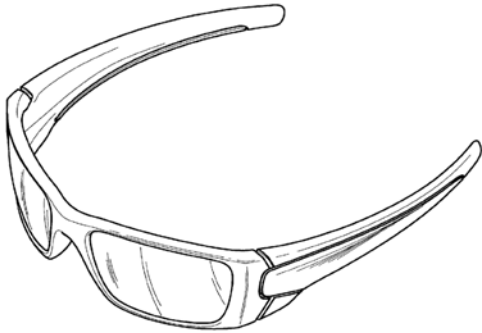
28 ///

Accused Product	Oakley's Patent
<p data-bbox="558 260 639 302">4212</p> 	<p data-bbox="1029 260 1419 302">U.S. Patent No. D568,917</p>  <p data-bbox="1029 764 1419 806">U.S. Patent No. D581,443</p>  <p data-bbox="1029 1205 1419 1247">U.S. Patent No. D659,180</p> 

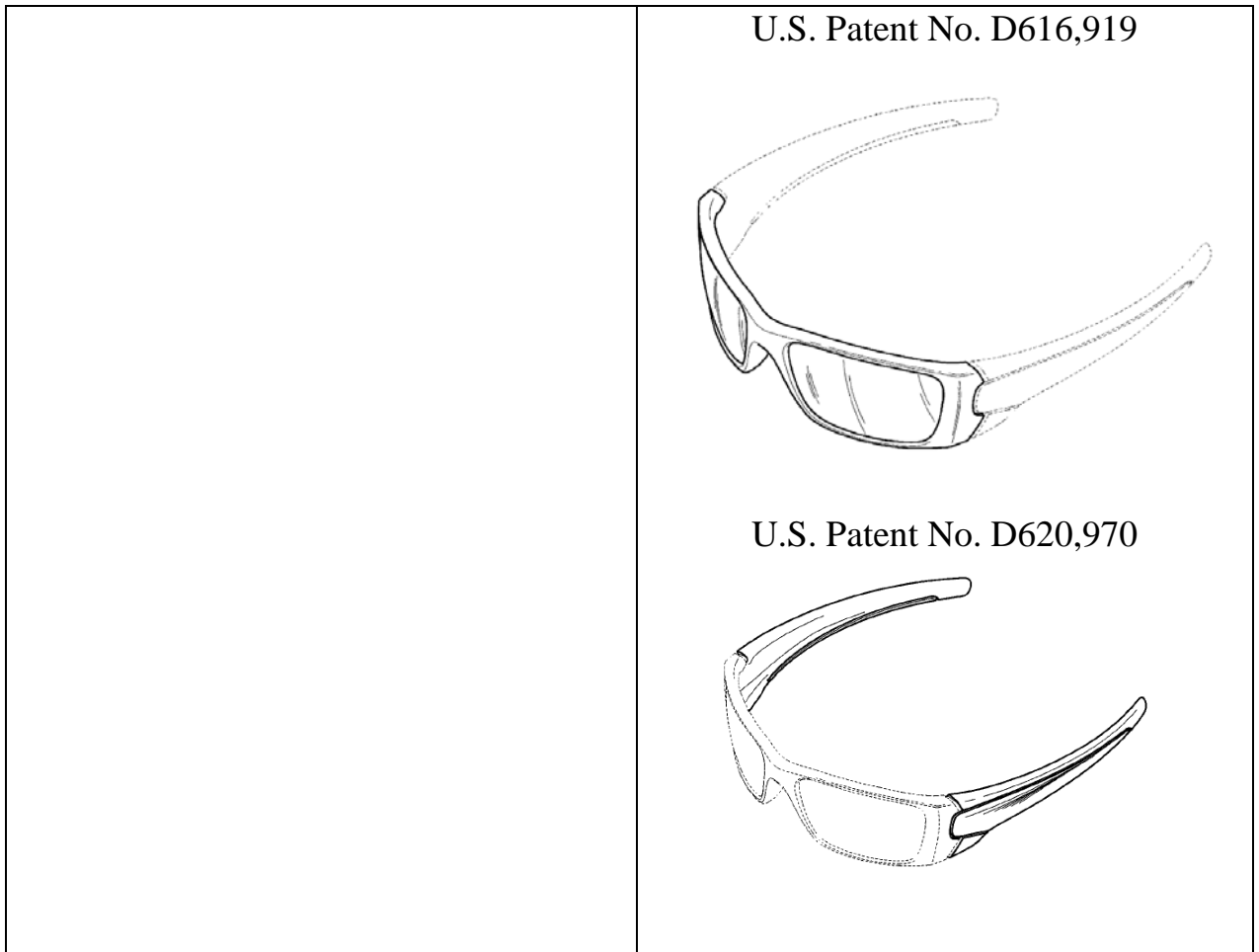
25. Defendant's acts of infringement of the D917 Patent, the D443 Patent, and the D180 Patent were undertaken without permission or license from Oakley. Upon information and belief, Defendant had actual knowledge of

Oakley's rights in the design claimed in the D917 Patent, the D443 Patent, and the D180 Patent. Oakley and its iconic designs are well-known throughout the eyewear industry, and Defendant's eyewear model 4212 is an obvious knockoff of Oakley's design. Accordingly, Defendant's actions constitute willful and intentional infringement of the D917 Patent, the D443 Patent, and the D180 Patent. Defendant infringed the D917 Patent, the D443 Patent, and the D180 Patent with reckless disregard of Oakley's patent rights. Defendant knew, or it was so obvious that Defendant should have known, that its actions constituted infringement of the D917 Patent, the D443 Patent, and the D180 Patent. Defendant's acts of infringement of the D917 Patent, the D443 Patent, and the D180 Patent were not consistent with the standards of commerce for its industry.

26. Defendant, through its agents, employees, and servants has, and continues to, knowingly, intentionally, and willfully directly infringe the D604 Patent, the D919 Patent, and the D970 Patent by making, using, selling, offering for sale, and/or importing eyewear having a design that would appear to an ordinary observer to be substantially similar to the claims of the D604 Patent, the D919 Patent, and the D970 Patent, including for example, Defendant's eyewear model 7306CW as shown below.

Accused Product	Oakley's Patent
<p data-bbox="532 1472 667 1507">7306CW</p> 	<p data-bbox="1032 1472 1422 1507">U.S. Patent No. D610,604</p> 

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



27. Defendant's acts of infringement of the D604 Patent, the D919 Patent, and the D970 Patent were undertaken without permission or license from Oakley. Upon information and belief, Defendant had actual knowledge of Oakley's rights in the design claimed in the D604 Patent, the D919 Patent, and the D970 Patent. Oakley and its iconic designs are well-known throughout the eyewear industry, and Defendant's eyewear model 7306CW is a nearly identical copy of Oakley's design. Accordingly, Defendant's actions constitute willful and intentional infringement of the D604 Patent, the D919 Patent, and the D970 Patent. Defendant infringed the D604 Patent, the D919 Patent, and the D970 Patent with reckless disregard of Oakley's patent rights. Defendant knew, or it was so obvious that Defendant should have known, that its actions constituted infringement of the D604 Patent, the D919 Patent, and the D970 Patent.

Defendant's acts of infringement of the D604 Patent, the D919 Patent, and the D970 Patent were not consistent with the standards of commerce for its industry.


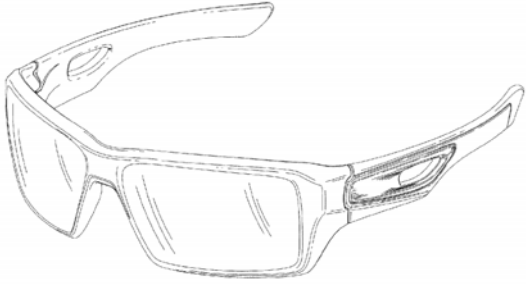
28. Defendant, through its agents, employees, and servants has, and continues to, knowingly, intentionally, and willfully directly infringe the D604 Patent and the D919 Patent by making, using, selling, offering for sale, and/or importing eyewear having a design that would appear to an ordinary observer to be substantially similar to the claims of the D604 Patent and the D919 Patent, including for example, Defendant's eyewear model 314L as shown below.

Accused Product	Oakley's Patent
<p>314L</p> 	<p>U.S. Patent No. D610,604</p>  <p>U.S. Patent No. D616,919</p> 

29. Defendant's acts of infringement of the D604 Patent and the D919 Patent were undertaken without permission or license from Oakley. Upon

information and belief, Defendant had actual knowledge of Oakley's rights in the design claimed in the D604 Patent and the D919 Patent. Oakley and its iconic designs are well-known throughout the eyewear industry, and Defendant's eyewear model 314L is an obvious knockoff of Oakley's design. Accordingly, Defendant's actions constitute willful and intentional infringement of the D604 Patent and the D919 Patent. Defendant infringed the D604 Patent and the D919 Patent with reckless disregard of Oakley's patent rights. Defendant knew, or it was so obvious that Defendant should have known, that its actions constituted infringement of the D604 Patent and the D919 Patent. Defendant's acts of infringement of the D604 Patent and the D919 Patent were not consistent with the standards of commerce for its industry.


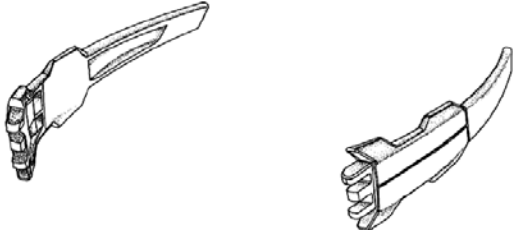
30. Defendant, through its agents, employees, and servants has, and continues to, knowingly, intentionally, and willfully directly infringe the D579 Patent by making, using, selling, offering for sale, and/or importing eyewear having a design that would appear to an ordinary observer to be substantially similar to the claim of the D579 Patent, including for example, Defendant's eyewear model 318L as shown below.

Accused Product	Oakley's Patent
<p>318L</p> 	<p>U.S. Patent No. D649,579</p> 

31. Defendant's acts of infringement of the D579 Patent were undertaken without permission or license from Oakley. Upon information and

1 belief, Defendant had actual knowledge of Oakley's rights in the design claimed
 2 in the D579 Patent. Oakley and its iconic designs are well-known throughout
 3 the eyewear industry, and Defendant's eyewear model 318L is a nearly identical
 4 copy of Oakley's design. Accordingly, Defendant's actions constitute willful
 5 and intentional infringement of the D579 Patent. Defendant infringed the D579
 6 Patent with reckless disregard of Oakley's patent rights. Defendant knew, or it
 7 was so obvious that Defendant should have known, that its actions constituted
 8 infringement of the D579 Patent. Defendant's acts of infringement of the D579
 9 Patent were not consistent with the standards of commerce for its industry.


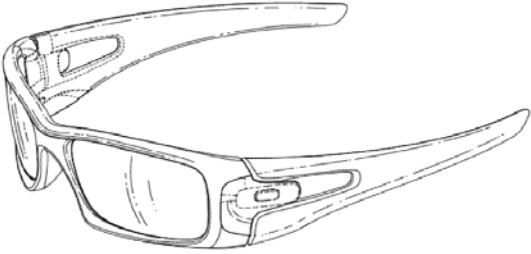
10 32. Defendant, through its agents, employees, and servants has, and
 11 continues to, knowingly, intentionally, and willfully directly infringe the D326
 12 Patent by making, using, selling, offering for sale, and/or importing eyewear
 13 having a design that would appear to an ordinary observer to be substantially
 14 similar to the claim of the D326 Patent, including for example, Defendant's
 15 eyewear model 311L as shown below.

Accused Product	Oakley's Patent
<p data-bbox="558 1213 639 1251">311L</p> 	<p data-bbox="1029 1213 1419 1251">U.S. Patent No. D557,326</p> 

25 33. Defendant's acts of infringement of the D326 Patent were
 26 undertaken without permission or license from Oakley. Upon information and
 27 belief, Defendant had actual knowledge of Oakley's rights in the design claimed
 28 in the D326 Patent. Oakley and its iconic designs are well-known throughout

the eyewear industry, and the stems of Defendant's eyewear model 311L is an obvious knockoff of Oakley's design. Accordingly, Defendant's actions constitute willful and intentional infringement of the D326 Patent. Defendant infringed the D326 Patent with reckless disregard of Oakley's patent rights. Defendant knew, or it was so obvious that Defendant should have known, that its actions constituted infringement of the D326 Patent. Defendant's acts of infringement of the D326 Patent were not consistent with the standards of commerce for its industry.

34. Defendant, through its agents, employees, and servants has, and continues to, knowingly, intentionally, and willfully directly infringe the D339 Patent by making, using, selling, offering for sale, and/or importing eyewear having a design that would appear to an ordinary observer to be substantially similar to the claim of the D339 Patent, including for example, Defendant's eyewear model Dxtreme – DXT5318/CM as shown below.

Accused Product	Oakley's Patent
<p data-bbox="402 1150 795 1186">Dxtreme – DXT5318/CM</p> 	<p data-bbox="1029 1150 1422 1186">U.S. Patent No. D661,339</p> 

35. Defendant's acts of infringement of the D339 Patent were undertaken without permission or license from Oakley. Upon information and belief, Defendant had actual knowledge of Oakley's rights in the design claimed in the D339 Patent. Oakley and its iconic designs are well-known throughout the eyewear industry, and Defendant's eyewear model Dxtreme –

1 DXT5318/CM is a nearly identical copy of Oakley's design. Accordingly,
2 Defendant's actions constitute willful and intentional infringement of the D339
3 Patent. Defendant infringed the D339 Patent with reckless disregard of
4 Oakley's patent rights. Defendant knew, or it was so obvious that Defendant
5 should have known, that its actions constituted infringement of the D339 Patent.
6 Defendant's acts of infringement of the D339 Patent were not consistent with
7 the standards of commerce for its industry.

8 36. As a direct and proximate result of Defendant's patent
9 infringement, Defendant has derived and received gains, profits, and advantages
10 in an amount not presently known to Oakley.

11 37. Pursuant to 35 U.S.C. § 284, Oakley is entitled to damages for
12 Defendant's infringing acts and treble damages together with interests and costs
13 as fixed by this Court.

14 38. Pursuant to 35 U.S.C. § 289, Oakley is entitled to Defendant's total
15 profits from the sale of eyewear that infringe Oakley's patent rights.

16 39. Pursuant to 35 U.S.C. § 285, Oakley is entitled to reasonable
17 attorneys' fees for the necessity of bringing this claim.

18 40. Due to the aforesaid infringing acts, Oakley has suffered great and
19 irreparable injury, for which Oakley has no adequate remedy at law.

20 41. Defendant will continue to directly and/or indirectly infringe
21 Oakley's patent rights to the great and irreparable injury of Oakley, unless
22 enjoined by this Court.

23 **WHEREFORE**, Oakley prays for judgment in its favor against
24 Defendant for the following relief:

25 A. An Order adjudging Defendant to have willfully infringed the
26 Asserted Patents under 35 U.S.C. § 271;

27 B. A preliminary and permanent injunction enjoining Defendant, its
28 respective officers, directors, agents, servants, employees, and attorneys, and

1 those persons in active concert or participation with Defendant, from directly or
2 indirectly infringing the Asserted Patents in violation of 35 U.S.C. § 271;

3 C. That Defendant accounts for all gains, profits, and advantages
4 derived by Defendant's infringement of the Asserted Patents in violation of
5 35 U.S.C. § 271, and that Defendant pays to Oakley all damages suffered by
6 Oakley and/or Defendant's total profit from such infringement pursuant to 35
7 U.S.C. § 289;

8 D. An Order for a trebling of damages and/or exemplary damages
9 because of Defendant's willful conduct pursuant to 35 U.S.C. § 284;

10 E. An Order adjudging that this is an exceptional case;

11 F. An award to Oakley of the attorney fees, expenses, and costs
12 incurred by Oakley in connection with this action pursuant to 35 U.S.C. § 285;

13 G. An award of pre-judgment and post-judgment interest and costs of
14 this action against Defendant; and

15 H. Such other and further relief as this Court may deem just and
16 proper.

17 Respectfully submitted,

18 KNOBBE, MARTENS, OLSON & BEAR, LLP
19

20
21 Dated: January 20, 2016

By: /s/ Lauren Keller Katzenellenbogen

22 Michael K. Friedland

23 michael.friedland@knobbe.com

Lauren Keller Katzenellenbogen

24 lauren.katzenellenbogen@knobbe.com

Ali S. Razai

25 ali.razai@knobbe.com

Kent N. Shum

26 kent.shum@knobbe.com

27 Attorneys for Plaintiff Oakley, Inc.
28

DEMAND FOR JURY TRIAL

Plaintiff Oakley, Inc. hereby demands a trial by jury on all issues so triable.

Respectfully submitted,

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: January 20, 2016

By: /s/ Lauren Keller Katzenellenbogen

Michael K. Friedland

michael.friedland@knobbe.com

Lauren Keller Katzenellenbogen

lauren.katzenellenbogen@knobbe.com

Ali S. Razai

ali.razai@knobbe.com

Kent N. Shum

kent.shum@knobbe.com

Attorneys for Plaintiff Oakley, Inc.

22459652